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IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON  
AT YAKIMA

YADIRA CONTRERAS, ERICA  
KRONECK, KYLE OLSON, AND  
HENDRY (“CODY”) RODMAN III,

Plaintiffs,

vs.

HERITAGE UNIVERSITY,

Defendant.

Case No.: 22-cv-03034 MKD

PLAINTIFFS’ SUPPLEMENTAL  
JURY INSTRUCTIONS

[PROPOSED]

**Trial Date: May 5, 2025**

Pursuant to the April 28, 2024 oral request during the Pretrial Conference  
(ECF No. 134) for supplemental jury instructions related to the claim for Breach  
of the Covenant of Good Faith and Fair Dealing, Plaintiffs Yadira Contreras and  
PLAINTIFFS’ SUPPLEMENTAL JURY INSTRUCTIONS [PROPOSED]- 1

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Erica Kroneck, respectfully submits the following proposed supplemental jury instructions:

Title	Source
Excuse of Performance—Interference With Contractual Performance	WPI 302.08
Parties Must Act in Good Faith	Jones Assocs., Inc. v. Eastside Props., Inc., 41 Wn.App. 462, 471, 704 P.2d 681 (1985) (citing Lonsdale v. Chesterfield, 99 Wn.2d 353, 357, 662 P.2d 385 (1983)); see also Metro. Park Dist. of Tacoma v. Griffith, 106 Wn.2d 425, 437, 723 P.2d 1093 (1986).

INSTRUCTION NO. \_\_\_\_

If one party enters into a contract with another, there is an implied agreement by each to do nothing that will hinder, prevent, or interfere with the performance of the contract terms by the other.

If Plaintiff proves by a preponderance of the evidence that Heritage University interfered with or prevented her from being able to complete Heritage's PA Program, then Plaintiff was excused from performing her duty of showing that she did all, or substantially all, of the significant things that the contract required her to do or she were excused from having to do those things.

WPI 302.08

INSTRUCTION NO. \_\_\_\_

Plaintiffs and Defendant are required to cooperate in good faith. Plaintiff must show that Heritage did not cooperate in good faith.

*Jones Assocs., Inc. v. Eastside Props., Inc.*, 41 Wn.App. 462, 471, 704 P.2d 681 (1985) (*citing Lonsdale v. Chesterfield*, 99 Wn.2d 353, 357, 662 P.2d 385 (1983)); *see also Metro. Park Dist. of Tacoma v. Griffith*, 106 Wn.2d 425, 437, 723 P.2d 1093 (1986).

PLAINTIFFS' SUPPLEMENTAL JURY INSTRUCTIONS [PROPOSED]- 4

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1 Presented on this 29th day of April 2025 by:

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**CERTIFICATE OF SERVICE**

I hereby certify that I served the foregoing brief by electronic mail on the date shown below to the following party:

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Dated this 29th day of April 2025.

s/Sydney Arizona Bay  
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